

CITY COUNCIL

Meeting Agenda

***REGULAR MEETING
COUNCIL CHAMBERS***

***MONDAY, SEPTEMBER 10, 2007
7:00 P.M.***

OPENING MATTERS

CALL TO ORDER

INVOCATION: Pastor Lee Ritz, Hampden Mennonite Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS AND PRESENTATIONS

Council Commendations:

Recognizing Elisabeth Briseno for her work improving services available to people with disabilities.

Mayoral Proclamations:

PUBLIC COMMENT – AGENDA MATTERS:

Citizens have the opportunity to address the Council, by registering with the City Clerk before the start of the meeting. All remarks must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Any person making personally offensive or impertinent remarks or who shall become unruly while addressing Council may be called to order by the Presiding Officer, and may be barred from speaking before Council, unless permission to continue speaking is granted by the majority vote of Council.

All comments by the public shall be made from the speaker's podium. Citizens attending the meeting may not cross into the area beyond the podium. Any materials to be distributed to Council must be given to the City Clerk before the meeting is called to

order. Those commenting on an agenda business shall speak at the beginning of the meeting and shall limit their remarks to 5 minutes. Those commenting on general matters shall speak after the legislative business is concluded and shall limit their remarks to 3 minutes.

No comments shall be made from any other location except the podium, and anyone making "out of order" comments may be subject to removal. There will be no demonstration at the conclusion of anyone's presentation. Citizens may not ask questions of Council member or other elected or public official in attendance.

APPROVAL OF AGENDA AND MINUTES

2. **AGENDA:** Council Meeting of September 10, 2007.

3. **MINUTES:** Council Meeting of August 27, 2007.

4. CONSENT AGENDA

Resolution- directing Met-Ed Energy to upgrade seven company owned street light fixtures, from 250 watt mercury vapor to 150 watt high pressure sodium vapor.

(Traffic Engineering)

- Pole #50721-36428, at 247 Carroll Street.
- Pole #50727-36423, at 301 Carroll Street.
- Pole #50704-36394, at 420 Summit Avenue.
- Pole #50695-36383, at 425 Summit Avenue.
- Pole #50685-36379, at 199 Grace Street.
- Pole #50719-36416, at 419 Summit Avenue.
- Pole #50697-36379, at 448 Belvedere Avenue.

Resolution- directing Met-Ed Energy to upgrade a company owned street light fixture, from a 100 watt mercury vapor to a 100 watt high pressure sodium vapor at 350 Reed Street. **(Traffic Engineering)**

Resolution- directing Met-Ed Energy to install and provide energy to two company owned street light fixtures. The fixtures will be 100 watt high pressure sodium vapor, installed at the following locations: 415 Chapel Terrace and 429 Chapel Terrace. **(Traffic Engineering)**

Resolution- directing Met-Ed Energy to remove two company owned street light fixtures at the northeast corner of Old Wyomissing Road and on Old Wyomissing Road. **(Traffic Engineering)**

5. ADMINISTRATIVE REPORTS

6. FINANCE REPORT

7. REPORT FROM OFFICE OF THE AUDITOR

8. REPORTS FROM DIRECTORS & BOARDS AUTHORITIES AND COMMISSIONS

Report: review of the proposed Climate Change Resolution given by Stacy Campbell.

9. ORDINANCES FOR FINAL PASSAGE

Tabled Pending Further Discussion:

Bill No. 16- amending the City of Reading Codified Ordinances by regulating advertisements for the sale of real estate in the City of Reading. **(Waltman/Goodman-Hinnershitz) Introduced and tabled at the 03/12/07 meeting of Council.**

Bill No. 58- amending Chapter 1 of the City of Reading Codified Ordinances, Charter Board Ordinance, Section 599.25: Enforcement, Violations and Penalties. **(Council Staff/Solicitor) Introduced at the 07/09/07 meeting of Council; tabled at the 07/23/07 meeting of Council pending discussion with the Charter Board.**

Bill No. 64- renaming of sections of River Road and Front Street – from Schuylkill Avenue to Riverfront Drive – to Riverfront Drive. **(Council Staff) Introduced at the 08/13/07 meeting of Council; tabled pending further discussion, at the 08/27/07 meeting of Council.**

Bill No. 62- amending the current agreement between the City of Reading and Citizens Bank of Pennsylvania. **(Solicitor/Council Staff) Introduced at the 07/23/07 meeting of Council; tabled at the 08/13/07 meeting of Council; discussed at the 08/27/07 Committee of the Whole meeting.**

Bill No. 65- amending the purchasing procedures contained in the City of Reading Codified Ordinances. **(Spencer) Introduced at the 08/13/07 meeting of Council; tabled at the 08/27/07 meeting of Council and referred to the Finance Committee for review.**

Bill No. 66- authorizing the Mayor to execute a certain agreement between the City of Reading and Land Displays, Inc., to provide a lease in exchange for the installation of a digital sign on the Penn Street bridge. **(Managing Director) Introduced at the 08/13/07 meeting of Council; tabled at the 08/27/07 meeting of Council pending zoning review.**

Bill No. 68- amending the Codified Ordinances of the City of Reading, by transferring the law regarding the parking of trucks, trailers and mobile homes from Chapter 15 Motor Vehicles and Traffic to Chapter 10 Health and Safety. **(Fuhs/Chief Heim) Introduced at the 08/27/07 meeting of Council.**

Bill No. 69- increasing the salary of the Public Works Director **(Managing Director) Introduced at the 08/27/07 meeting of Council.**

10. INTRODUCTION OF NEW ORDINANCES

Ordinance- amending the City of Reading Codified Ordinances Chapter 1, Section 6, Police Pension Fund, by providing a definition for military service and clarification on the purchase of military time and adding changes pursuant to the current collective bargaining agreement. **(Solicitor/Council Staff)**

Ordinance- amending the Housing Permit Ordinance to remove inapplicable sections. **(Solicitor)**

Ordinance- amending the ICC Code to increase the fee from \$2.00 to \$4.00 **(Solicitor)**

11. RESOLUTIONS

Resolution 88- appointing Joe Kuzminski to the Reading Area Water Authority. **Tabled at the 07/09/07, 07/23/07, 08/13/07 and 08/27/07 meetings of Council.**

Resolution 111- allowing the transfer of an existing handicapped parking space permit from one block to another block, even if the two (2) per block limit has already been reached. **(Solicitor/Public Works/Council Staff) Tabled at the 08/13/07 meeting of Council; discussed at the 08/27/07 Committee of the Whole meeting.**

Resolution- authorizing the reprogramming of \$850,000 in unprogrammed HOME funds for the development of a 59 unit apartment building at 2nd and Washington Streets. 12 of the units will be HOME assisted. **(Community Development)**

Resolution- supporting the adoption of the national cool cities climate protection agreement, which has been adopted by numerous municipalities across the country. **(Goodman-Hinnershitz)**

Resolution- appointing Dennis Baver to the BOCA Board of Appeals. **(Administrative Oversight)**

Resolution- appointing Anthony Waldman to the Electricians Examining Board. **(Administrative Oversight)**

Resolution- appointing John Hill to the BOCA Board of Appeals. **(Administrative Oversight)**

PUBLIC COMMENT - GENERAL MATTERS
COUNCIL BUSINESS / COMMENTS

COUNCIL MEETING SCHEDULE

Committee of the Whole-Mon, September 10th, Council Offices 5:00p.m.

Regular Meeting-Mon, September 10th, Council Chambers 7:00p.m.

Meeting with the Reading School Board-Tue, September 11th, Council Chambers 5:00p.m.

Meeting with the Mayor- Wed, September 12th, Mayor's Office 4:00p.m.

Proclaiming Hispanic Heritage Month-Fri. September 14th, City Hall, Washington Street Steps, 11:45 a.m..

Public Safety Committee-Mon, September 17th, Council Office 5:00p.m.

Public Works Committee-Mon, September 17th, Council Office 5:00p.m.

Work Session-Mon, September 17th, Penn Room 7:00p.m.

Meeting with the Mayor- Wed, September 18th, Mayor's Office 5:00p.m.

Bernharts Park Meeting with EPA-Thurs, September 20th, Council Chambers 3:00 p.m.

Committee of the Whole- Mon, September 24th, Council Office 5:00p.m.

Regular Meeting- Mon, September 24th, Council Chambers 7:00p.m.

AGENDA MEMO

TO: City Council
PREPARED BY: John Giardiello
MEETING DATE: September 10, 2007
AGENDA MEMO DATE: August 27, 2007
REQUESTED ACTION: Council approve a resolution directing Met-Ed Energy to upgrade seven company owned street light fixtures.

RECOMMENDATION:

The Administration recommends Council approve a resolution directing Met-Ed Energy to upgrade seven company owned street light fixtures, from 250 watt mercury vapor to 150 watt high pressure sodium vapor.

- Pole #50721-36428, at 247 Carroll Street.
- Pole #50727-36423, at 301 Carroll Street.
- Pole #50704-36394, at 420 Summit Avenue.
- Pole #50695-36383, at 425 Summit Avenue.
- Pole #50685-36379, at 199 Grace Street.
- Pole #50719-36416, at 419 Summit Avenue.
- Pole #50697-36379, at 448 Belvedere Avenue.

BACKGROUND:

Requested by Traffic Planner.

BUDGETARY IMPACT:

The cost to supply energy to these fixtures is \$0.90 less per month/fixture.

PREVIOUS ACTION:

None

SUBSEQUENT ACTION:

None

RECOMMENDED BY:

Traffic Planner, Public Works Director, Managing Director and Mayor.

RECOMMENDED MOTION:

Approve the request to direct Met-Ed Energy to upgrade seven company owned street light fixtures.

CITY OF READING

RESOLUTION NO. _____

FOR ADDITIONAL STREET LIGHTS

WHEREAS, a contract was entered into by the City of Reading and Metropolitan Edison Company, (hereinafter Met-Ed), whereby said Company shall furnish lighting; and

WHEREAS, it is necessary and proper that additional lighting should be installed and maintained for the service, accommodation, convenience and safety of the public;

NOW, THEREFORE, BE IT RESOLVED, that the City of Reading pursuant to the provisions and terms of the Company's applicable Rate Schedules and Riders, and the rules and regulations now on file and such rules and regulations, Rate Schedules and Riders hereafter filed from time to time and in effect with the Pennsylvania Public Utility Commission (hereinafter Tariff), do hereby repeal and replace Resolution 37-2006 and order and direct Met-Ed to furnish additional lighting consisting of:

Upgrade seven (7) existing, Company owned, 250-watt, mercury vapor, cobrahead, streetlights to 150-watt, high pressure sodium vapor, luminaries. The streetlights are located as follows: pole 50721-36428 at 247 Carroll Street, pole 50727-36423 at 301 Carroll Street, pole 50704-36394 at 420 Summit Avenue, pole 50695-36383 at 425 Summit Avenue, pole 50685-36379 at 199 Grace Street, pole 50719-36416 at 419 Summit Avenue, and pole 50697-36379 at 448 Belvedere Avenue within the City. Met-Ed will continue to provide energy and total maintenance to this streetlight.

Payment to be made to Metropolitan Edison Company for the additional lighting at the rates specified in the Tariff.

Resolution adopted this _____ day of _____, 2007.

By: _____
President of Council

Attest:

City Clerk

I, _____, City Clerk of the City of Reading, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the City at a meeting of said City duly called and held on the _____ day of _____, 2007.

Witness my hand and the seal of said City this _____ day of _____, 2007.

City Clerk

AGENDA MEMO

TO: City Council
PREPARED BY: John Giardiello
MEETING DATE: September 10, 2007
AGENDA MEMO DATE: August 27, 2007
REQUESTED ACTION: Council approve a resolution directing Met-Ed Energy to upgrade one company owned street light fixture.

RECOMMENDATION:

The Administration recommends Council approve a resolution directing Met-Ed Energy to upgrade a company owned street light fixture, from a 100 watt mercury vapor to a 100 watt high pressure sodium vapor.

-Pole #50857-37234, at 350 Reed Street.

BACKGROUND:

Requested by Traffic Planner.

BUDGETARY IMPACT:

The cost to supply energy to this fixture is \$0.90 per month/fixture.

PREVIOUS ACTION:

None

SUBSEQUENT ACTION:

None

RECOMMENDED BY:

Traffic Planner, Public Works Director, Managing Director and Mayor.

RECOMMENDED MOTION:

Approve the request to direct Met-Ed Energy to upgrade electrical power to one company owned street light fixture.

CITY OF READING

RESOLUTION NO. _____

FOR THE UPGRADE OF STREET LIGHTS

WHEREAS, a contract was entered into by the City of Reading and Metropolitan Edison Company (hereinafter Met-Ed), whereby said Company shall furnish lighting; and

WHEREAS, it is necessary and proper that additional lighting should be installed and maintained for the service, accommodation, convenience and safety of the public;

NOW, THEREFORE, BE IT RESOLVED, that the City of Reading pursuant to the provisions and terms of the Company's applicable Rate Schedules and Riders, and the rules and regulations now on file and such rules and regulations, Rate Schedules and Riders hereafter filed from time to time and in effect with the Pennsylvania Public Utility Commission (hereinafter Tariff), do hereby order and direct Met-Ed to furnish additional lighting consisting of:

Upgrade one (1) existing, Company owned, 175-watt, mercury vapor, cobrahead, streetlight to a 100-watt, high-pressure sodium vapor, luminaire on pole 50857-37234 at 350 Reed Street within the City. Met-Ed will continue to provide energy and total maintenance to this streetlight.

Payment to be made to Metropolitan Edison Company for the additional lighting at the rates specified in the Tariff.

Resolution adopted the _____ day of _____, 2007.

By: _____
President of Council

Attest:

City Clerk

I, _____, City Clerk of the City of Reading, do hereby
certify that the above and foregoing is a true and correct copy of a resolution adopted by the City
at a meeting of said City duly called and held on the _____ day of _____, 2007.

Witness my hand and the seal of said City this _____ day of _____, 2007.

City Clerk

AGENDA MEMO

TO: City Council
PREPARED BY: John Giardiello
MEETING DATE: September 10, 2007
AGENDA MEMO DATE: August 24, 2007
REQUESTED ACTION: Council approve a resolution directing Met-Ed Energy to install two company owned street light fixtures.

RECOMMENDATION:

The Administration recommends Council approve a resolution directing Met-Ed Energy to install and provide energy to two company owned street light fixtures. The fixtures will be 100 watt high pressure sodium vapor, installed at the following locations:

- Pole #51194-36808, across from 415 Chapel Terrace
- Pole #51194-36792, across from 429 Chapel Terrace

BACKGROUND:

Requested by Traffic Planner.

BUDGETARY IMPACT:

The cost to supply energy to these fixtures is \$11.40/month./fixture

PREVIOUS ACTION:

None

SUBSEQUENT ACTION:

None

RECOMMENDED BY:

Traffic Planner, Public Works Director, Managing Director and Mayor.

RECOMMENDED MOTION:

Approve the request to direct Met-Ed Energy to install and provide electrical power to two company owned street light fixtures.

CITY OF READING

RESOLUTION NO. _____

FOR ADDITIONAL STREET LIGHTS

WHEREAS, a contract was entered into by the City of Reading and Metropolitan Edison Company, (hereinafter Met-Ed), whereby said Company shall furnish lighting; and

WHEREAS, it is necessary and proper that additional lighting should be installed and maintained for the service, accommodation, convenience and safety of the public;

NOW, THEREFORE, BE IT RESOLVED, that the City of Reading pursuant to the provisions and terms of the Company's applicable Rate Schedules and Riders, and the rules and regulations now on file and such rules and regulations, Rate Schedules and Riders hereafter filed from time to time and in effect with the Pennsylvania Public Utility Commission (hereinafter Tariff), do hereby repeal and replace Resolution 37-2006 and order and direct Met-Ed to furnish additional lighting consisting of:

Install and provide energy and total maintenance to two (2) Company owned, 100 watt, high pressure sodium vapor, cobrahead streetlights, located on wood pole 51194-36808 across from 415 Chapel Terrace and pole 51194-36792 across from 429 Chapel Terrace within the City.

Payment to be made to Metropolitan Edison Company for the additional lighting at the rates specified in the Tariff.

Resolution adopted this _____ day of _____, 2007.

By: _____
President of Council

Attest:

City Clerk

I, _____, City Clerk of the City of Reading, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the City at a meeting of said City duly called and held on the _____ day of _____, 2007.

Witness my hand and the seal of said City this _____ day of _____, 2007.

City Clerk

AGENDA MEMO

TO: City Council
PREPARED BY: John Giardiello
MEETING DATE: September 10, 2007
AGENDA MEMO DATE: August 27, 2007
REQUESTED ACTION: Council approve a resolution directing Met-Ed Energy to remove two company owned street light fixtures.

RECOMMENDATION:

The Administration recommends Council approve a resolution directing Met-Ed Energy to remove two company owned street light fixtures.

- Pole #50143-36623, northeast corner of Old Wyomissing Road.
- Pole #50103-36603, on Old Wyomissing Road.

BACKGROUND:

Requested by Traffic Planner.

BUDGETARY IMPACT:

The cost to supply energy to these fixtures was \$11.60/month./fixture

PREVIOUS ACTION:

None

SUBSEQUENT ACTION:

None

RECOMMENDED BY:

Traffic Planner, Public Works Director, Managing Director and Mayor.

RECOMMENDED MOTION:

Approve the request to direct Met-Ed Energy to remove two electrical company owned street light fixtures.

CITY OF READING

RESOLUTION NO. _____

FOR ADDITIONAL STREET LIGHTS

WHEREAS, a contract was entered into by the City of Reading and Metropolitan Edison Company, (hereinafter Met-Ed), whereby said Company shall furnish lighting; and

WHEREAS, it is necessary and proper that additional lighting should be installed and maintained for the service, accommodation, convenience and safety of the public;

NOW, THEREFORE, BE IT RESOLVED, that the City of Reading pursuant to the provisions and terms of the Company's applicable Rate Schedules and Riders, and the rules and regulations now on file and such rules and regulations, Rate Schedules and Riders hereafter filed from time to time and in effect with the Pennsylvania Public Utility Commission (hereinafter Tariff), do hereby repeal and replace Resolution 37-2006 and order and direct Met-Ed to furnish additional lighting consisting of:

Remove two (2) Company owned, 189- watt, incandescent, series circuit, ornamental streetlight and poles. The locations are pole 50143-36623 on the Northeast corner of Old Wyomissing Road and Margaret Street, as well as pole 50103-36603 on Old Wyomissing Road within the City.

Payment to be made to Metropolitan Edison Company for the additional lighting at the rates specified in the Tariff.

Resolution adopted this _____ day of _____, 2007.

By: _____
President of Council

Attest:

City Clerk

I, _____, City Clerk of the City of Reading, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the City at a meeting of said City duly called and held on the _____ day of _____, 2007.

Witness my hand and the seal of said City this _____ day of _____, 2007.

City Clerk

BILL NO. _____-2007

A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE THE LEASE BETWEEN THE CITY OF READING AND CITIZENS BANK OF PENNSYLVANIA, FOR CERTAIN PROPERTY TO BE USED AS AN AUTOMOBILE PARKING LOT.

WHEREAS, the City of Reading is the legal owner of certain property fronting on the West side of Centre Avenue, South of Cathedral Street and North of First Energy Stadium as set forth in the attached agreement; and

WHEREAS, an agreement is currently in place between the City of Reading and Citizens Bank of Pennsylvania whereby the aforementioned property is used as a parking lot, as described in the attached agreement; and

WHEREAS, Citizens Bank of Pennsylvania desires to amend the present agreement, in order to extend the term for four (4) additional five (5) year terms.

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute any and all documents necessary to effectuate the amendment of the lease between the City of Reading and Citizens Bank of Pennsylvania, extending the lease of certain property used as an automobile parking lot for four (4) additional five (5) year terms.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted _____, 2007

President of Council

Attest:

City Clerk
(Council Staff)

FIRST AMENDMENT TO AGREEMENT OF LEASE

THIS FIRST AMENDMENT TO AGREEMENT OF LEASE (this "Amendment") is made and entered into this ____ day of June, 2007 by and between CITY OF READING, PENNSYLVANIA, a Pennsylvania municipal corporation, with its offices located at 815 Washington Street, Reading, Pennsylvania (hereinafter called "Landlord") and CITIZENS BANK OF PENNSYLVANIA, a Pennsylvania financial institution, with its offices located at 801 Market Street, Philadelphia, PA 19107 (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Agreement of Lease (the "Lease") dated August 11, 2003 and a certain prior Agreement of Lease, whereby Landlord demised and leased to Tenant that certain premises situated on a parcel of land fronting on the West side of Centre Avenue, South of Cathedral Street and North of First Energy Stadium in the City of Reading, County of Berks, State of Pennsylvania for use as an automobile parking lot, as more particularly described in the Lease (hereinafter called the "Premises") and

WHEREAS, Landlord and Tenant desire to amend the Lease in order to (i) grant Tenant the option to extend the term of the Lease for four (4) additional five (5) year terms, (ii) grant Tenant the right to transfer, assign or convey all of Tenant's right, title and interest in, to and under the Lease to Inland (as defined below) or any other third (3rd) party at any time during the term of the Lease without obtaining the consent or approval of Landlord and (iii) make other agreements all on the terms and conditions provided herein.

NOW THEREFORE, Landlord and Tenant, in consideration of the mutual promises and covenants contained herein and in the Lease, and intending to be legally bound hereby, agree to amend the Lease as follows:

1. Landlord and Tenant agree and acknowledge that the current term of the Lease commenced on April 1, 2004 and expires on March 31, 2009 (the "Initial Term"). Landlord and Tenant further agree and acknowledge that Tenant by giving Landlord twelve (12) months written notice of its intention to do so, may extend the Initial Term for one (1) additional five (5) year period running from April 1, 2009 until March 31, 2014, under the same terms and conditions of the Lease with the exception of the payment of rent (the "First Extended Term"). Landlord hereby agrees to grant Tenant the option to further extend the First Extended Term for four (4) additional extended terms of five (5) years each (the "Additional Extended Term(s)"). Tenant may exercise its option to extend for any Additional Extended Term(s) by giving written notice to Landlord at any time during the then existing term of the Lease, but no later than twelve (12) months prior to the end of the then existing term. All of the terms and conditions applicable during the term shall apply during any Additional Extended Term(s), except for rent. In the event Tenant exercises an Additional Extended Term(s) as provided herein, the rent

payable under the Lease shall increase at the greater of the following: (i) three (3%) percent per annum during each year of the Additional Extended Term(s), as exercised by Tenant (for example, if Tenant exercises the first Additional Extended Term, Tenant shall pay rent to Landlord in the amount of TWO THOUSAND ONE HUNDRED NINETY FOUR DOLLARS AND FORTY NINE CENTS (\$2,194.49) per month beginning April 1, 2014, and on the first day of each month thereafter through March 31, 2015, thereafter the rent shall again increase as provided herein.) or (ii) effective as of the first day of the second and each subsequent lease year throughout the Additional Extended Term(s) as exercised by Tenant, the rent payable by Tenant shall be increased by an amount determined by multiplying the rent payable during the then current lease year by the CPI Increase. The term "CPI Increase" shall mean a fraction, expressed as a decimal, the numerator of which is the Current CPI minus the Prior CPI and the denominator of which is the Prior CPI. The "Current CPI" is the CPI for the calendar month that is three months prior to the first calendar month of the lease year for which the rent increase is being calculated (e.g., January 2014 for a Lease Year commencing April 1, 2014) and the "Prior CPI" is the CPI for the calendar month that is fifteen months prior to the first calendar month of the lease year for which the yearly rent increase is being calculated (e.g., January 2013 for a Lease Year commencing April 1, 2014). The term "CPI" shall mean the "Consumer Price Index for All Urban Consumers (CPI-U)" published by the Bureau of Labor Statistics of the United States Department of Labor, All Items (1982-84=100), U.S. City Average, or any successor index thereto, appropriately adjusted. If the CPI ceases to be published and there is no successor thereto, such other government or non-partisan index or computation shall be used which would obtain a substantially similar result as if the CPI has not been discontinued. Notice of the new rent shall be delivered to Tenant twenty (20) days prior to the effective date of any such adjustment, but any failure to do so by Landlord shall not be or be deemed to be a waiver by Landlord of Landlord's rights to collect such sums.

2. Notwithstanding the provisions contained in the Lease to the contrary, Landlord expressly and irrevocably agrees, acknowledges and consents to Tenant transferring, assigning or conveying all of Tenant's right, title and interest in, to and under the Lease to Inland American CFG Pennsylvania Portfolio DST, a Delaware statutory trust ("Inland") or to any other third (3rd) party at any time during the term of the Lease and agrees that the assignment shall not be a default under the Lease. Upon any such transfer, assignment or conveyance of the Lease, Landlord hereby releases Tenant, its affiliates, and their respective officers, directors, agents and employees from any and all liability under the Lease regardless of when such liability arose, excepting only rental payments accruing up through the date of transfer, assignment or conveyance to Inland or such third (3rd) party.

3. In the event that Landlord reasonably determines that the Premises should be included in a future development project for an abutting land owner in the City of Reading, Pennsylvania Landlord reserves the right, to require Tenant, upon one hundred eighty (180) day's prior written notice to Tenant, to cease its parking activities at the Premises and relocate (the "Relocation Right") its parking activities to a new

parking area owned by Landlord (the "New Premises"). In the event Landlord exercises the Relocation Right, the Relocation Right shall not be deemed validly exercised by Landlord unless the New Premises meets all of the following requirements: (i) the New Premises is a reasonable distance from the Premises but no greater than twenty (25) feet linear feet from the front of the Premises; (ii) The New Premises contains the same or a greater amount of dedicated parking spaces for Tenant's exclusive use and (iii) The New Premises is of substantially equivalent size, shape, condition and configuration and is provided to Tenant at no additional cost or expense to Tenant. If the Relocation Right is validly exercised by Landlord it shall be on all of the same terms and conditions of the Lease.

4. Except as expressly modified herein, the terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties aforesaid have hereunto set their hands and seals the day and year first above written.

LANDLORD:

Attest:

CITY OF READING, PENNSYLVANIA

By: _____

By: _____

Name:

Name:

Title: City Clerk

Title:

TENANT:

Attest:

CITIZENS BANK OF PENNSYLVANIA

By: _____

By: _____

Name:

Name:

Title:

Title:

**BILL NO ____-2007
A N O R D I N A N C E**

**AMENDING THE CODIFIED ORDINANCES OF THE CITY OF READING
CHAPTER 1, PART H, EXHIBIT A PURCHASING PROCEDURES, BID
SOLICITATION, EVALUATION AND AWARD PROCEDURE, 11.4 BID AWARD
AND ADDING 11.5 OTHER ACTIVITIES REQUIRING CITY COUNCIL
APPROVAL VIA ORDINANCE.**

**NOW, THEREFORE THE COUNCIL OF THE CITY OF READING
HEREBY ORDAINS AS FOLLOWS:**

SECTION 1. Amending the Codified Ordinances Chapter 1, Part H, Exhibit A Purchasing Procedures, Bid Solicitation, Evaluation and Award Procedure, Item 11.4 Bid Award and adding 11.5 Other Activities Requiring City Council Approval via Ordinance as follows:

11.4 BID AWARD:

11.4.1 It is the policy of the City to make awards to the vendor who meets the specifications for the items or services to be purchased at the lowest cost. Factors such as delivery time, quality, operating and maintenance costs, service, etc., as well as initial price, should be taken into consideration in determining the lowest cost vendor.

11.4.2 The department director shall review all bids and make a recommendation to the purchasing manager by completing the "Recommendation to Award Contract" form. If the purchasing manager does not agree with the recommendation of the department director, the award will be referred to the purchasing committee for determination.

11.4.3 The Director of Finance shall review the recommendation to ensure an award is compatible with the budget.

11.4.4 The Managing Director shall approve all recommendations.

11.4.5 The Mayor shall have final approval of contracts under ~~\$50,000~~ **\$25,000**.

11.4.6 City Council shall award or reject all contracts exceeding ~~\$50,000~~ **\$25,000**.

11.5 OTHER ACTIVITIES REQUIRING CITY COUNCIL APPROVAL VIA ORDINANCE¹:

- 1. Salary increases that were not approved in or included in the budget for the fiscal year and fall outside the labor contract for union employees.*
- 2. All expenditures not approved and listed in the operating or capital budgets for the fiscal year.*

SECTION 2. This Ordinance shall become effective ten (10) days after its approval, in accordance with Section 221 of the City of Reading Home Rule Charter.

Enacted _____, 2007

Vaughn D. Spencer, President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

BILL NO. _____-2007

¹ Already set forward under Administrative Code Section 1-186 Fiscal Provisions, Part 3. Regulations Concerning Appropriations and Transfers, Item G.

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF READING AND LAND DISPLAYS, INC., TO PROVIDE A TWENTY YEAR LEASE FOR AN OFF PREMISES SIGN ON CITY OWNED PROPERTY IN EXCHANGE FOR THE PURCHASE AND INSTALLATION OF A DIGITAL SIGN.

WHEREAS, the City of Reading is interested in placing a digital sign on the Penn Street bridge to be viewed by eastbound traffic entering the City; and

WHEREAS, Land Displays, Inc., is interested in obtaining a twenty year lease for an off premises sign on City owned property (PIN # 530620928299); and

WHEREAS, the City of Reading and Land Display, Inc., desire to memorialize an agreement for the exchange of a twenty year lease for installation of a digital sign,

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

1. **SECTION 1.** The Mayor is authorized to execute the agreement between the City of Reading and Land Displays, Inc., (attached as Exhibit A), which provides for the City of Reading's twenty year lease of premises with PIN # 530620928299 to Land Displays, Inc., for an off premises sign in exchange for the installation of a digital sign on the Penn Street Bridge, Reading, Berks County, PA.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted _____, 2007

President of Council

Attest:

City Clerk

(LAW DEPT.)

LEASE AGREEMENT

THIS AGREEMENT OF LEASE, effective as of this ____ day of _____ 200 ____
 (“**LEASE**”), by and between the **CITY OF READING**, a municipal corporation of the
 Commonwealth of Pennsylvania (“**LESSOR**”);

AND

LAND DISPLAYS, INC., a Pennsylvania Corporation, (“**LESSEE**”);

WITNESSETH:

WHEREAS, **LESSOR** is the fee owner of certain real property being, lying and situated
 in the City of Reading, Berks County, Pennsylvania, near Angelica Lake, and adjacent to
 Morgantown Rd., Route 10, as approximately depicted in attached Exhibit “A” and being PIN
 530620928299 (the “Premises”);

WHEREAS, **LESSOR**, desires to lease said premises to **LESSEE** under certain terms
 and conditions in exchange for **LESSEE’S** installation of a digital sign at another location;

WHEREAS, **LESSOR** and **LESSEE** desires to formalize the terms and conditions of
 said agreement in this **LEASE**;

NOW, THEREFORE, for and in consideration of the covenants and obligations
 contained herein and other good and valuable consideration, the receipt and sufficiency of which
 is hereby acknowledged, the **LESSOR** and **LESSEE**, intending to be legally bound, hereby
 agree as follows:

1. PREMISES:

LESSOR hereby leases to **LESSEE**, and **LESSEE** hereby rents from **LESSOR**,
 upon and subject to the terms and conditions hereof, all that certain parcel situate in the City of
 Reading, Berks County, Pennsylvania, as approximately depicted in attached Exhibit “A” and
 being PIN 530620928299.

2. TERM:

This **LEASE** shall be for a term of twenty (20) years beginning on the _____ day of _____, 200__, and continuing until the _____ day of _____, 200__.

3. RENT:

(a) In lieu of a set monetary figure as rent for the premises payable at certain intervals, **LESSEE** shall purchase and install a 5' x 10' digital sign in place of a certain existing sign on the Penn Street Bridge, Reading, Berks County, PA (See attached Exhibit "B" Proposal Synopsis). Included with the said sign is software which shall be capable of installation on any computer to control the message.

(b) **LESSOR** agrees to accept said sign and software in lieu of monetary rent payments during the term of the Lease and further assumes responsibility for any necessary electrical and/or phone line connections and maintenance to power the sign and update the message provided thereon.

4. USE OF PREMISES & CONTINGENCY:

(a) **LESSEE** shall use, occupy and be permitted to build and maintain a back-to-back billboard structure at the southwest edge of the premises. Said sign shall replace **LESSEE'S** existing sign currently located on Morgantown Road (See attached Exhibit "C" drawing);

(b) **LESSEE** shall obtain all required permits, local, state, etc., and comply with all ordinances (zoning, etc.) and any applicable law before erecting the back-to-back billboard structure on the premises and installation of the digital sign on the Penn Street bridge;

(c) **LESSOR** and **LESSEE** agree that the twenty year lease of the premises is contingent upon the purchase and installation of the digital sign (with software) on the Penn Street bridge.

5. MAINTENANCE AND REPAIRS:

(a) **LESSEE** shall be solely responsible for and/or make any repairs to: (i) the back-to-back billboard located on the premises; (ii) the general upkeep of the premises, including but not limited to the grounds, outer areas, and grass; (iii) the removal of trash; (iv) mowing lawns; and (v) removing snow, if required by local ordinance.

(b) **LESSEE** shall be solely responsible for maintenance and/or make any repairs to the digital sign installed by **LESSEE** on the Penn Street bridge.

(c) The **LESSEE**, at its own expense, shall keep the premises in a safe, sanitary and slightly condition, in good repair, and shall restore and yield them back to the **LESSOR** said premises upon the termination of this **LEASE** in such condition and repair, ordinary wear and tear excepted.

7. ALTERATIONS, ADDITIONS AND IMPROVEMENTS BY LESSEE:

(a) Except as heretofore provided in re the back-to-back billboard, **LESSEE** will not cause or permit any changes, alterations, repairs on any part of the premises unless approved by the **LESSOR**.

(b) With the exception of the back-to-back billboard, any and all improvements to said premises by the **LESSEE**, or done by others at the request of the **LESSEE**, shall remain on the premises and become **LESSOR**'s upon termination of this **LEASE**.

(c) **LESSEE** agrees to pay the cost of repairing any damage that may be done to the premises by any act of the **LESSEE** or any of **LESSEE**'s employees or agents or anyone visiting the premises upon the invitation of **LESSEE**. It is expressly agreed that the **LESSOR** shall determine whether any such damage has been done, the amount of that damage and the reasonable cost of repairing that damage, and whether it is one for which, under the terms of this agreement, **LESSEE** is to be held responsible. Notwithstanding the forgoing, **LESSEE** shall be permitted to have the statement setting forth the amount of damages reviewed by a trade professional of its choice to determine the reasonableness of the charge. In the event a dispute arises over the reasonableness of such costs and expenses, **LESSEE** shall not be deemed in default under this **LEASE** until ten (10) days after the dispute has been resolved.

8. INSPECTION:

The **LESSEE** stipulates that **LESSEE** has examined the premises prior to the execution of this **LEASE** and is satisfied with the physical condition of the premises, and **LESSEE**'s taking possession shall be conclusive evidence of its receipt of the premises in a safe, sanitary and slightly condition.

9. RESPONSIBILITY AND INDEMNITY:

(a) The **LESSEE** shall only assume all risks, based on or arising out of, the use and occupancy of the premises and shall only be responsible for all accidents or injuries of any nature to persons or property caused by its use and rental of the premises.

(b) **LESSEE** shall indemnify, defend upon request and hold **LESSOR**, its employees and agents harmless from and against all costs, damages, claims, liabilities and expenses (including attorneys' fees), losses and court costs suffered by or claimed against **LESSOR**, directly or indirectly, based on or arising out of, in whole or in part, the use and occupancy of the premises.

(c) The **LESSOR** assumes no responsibility for any property placed on the premises.

10. INSURANCE:

The **LESSEE** shall carry, at its own expense, with a company satisfactory to the **LESSOR** and authorized to do business in the Commonwealth of Pennsylvania, the following insurance coverage, and shall furnish the **LESSOR** certificates of the coverage which include **LESSOR** as an additional insured: (i) Property Damage insurance in the amount of \$ _____; and (ii) public/general liability insurance with the limit in the amount of \$1,000,000.00 for any one accident. The **LESSOR** is to be made a coinsured with the **LESSEE** on this insurance and the insurance policy is to contain a rider requiring that the **LESSOR** be notified _____ days in advance of any change or termination of the insurance policies.

11. CASUALTY:

In case the premises covered by this **LEASE** be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this **LEASE** by the **LESSOR** impossible, then the term of this **LEASE** shall end **UNLESS** the **LESSEE** elects to reconstruct and/or restore the premises for continued use pursuant to the terms of this **LEASE**.

12. ASSIGNMENT AND SUBLETTING:

The **LESSEE** shall not assign this **LEASE**, nor suffer any use of the premises other than originally intended without the prior written consent of the **LESSOR**. The **LESSEE** shall not sublease the premises unless prior approval by the **LESSOR** is obtained in writing.

13. COMPLIANCE WITH LAWS:

The **LESSEE** agrees that all persons, employees, or agents connected with the purposes for which the premises are rented shall comply with all laws of the United States, Commonwealth of Pennsylvania, and all ordinances / resolutions of the applicable municipality/borough.

14. NOTICES:

Any notice required to be sent shall be in writing and shall be mailed to the respective parties by posting it in the United States mail at the following addresses:

LESSOR:

City of Reading, Department of Law
Rm. 2-54, 815 Washington Street
Reading, PA 19601

LESSEE:

Land Displays, Inc.
1350 Schuylkill Avenue
Reading, PA 19601

15. GOVERNING LAW AND VENUE:

This **LEASE** shall be construed in accordance with the law of the Commonwealth of Pennsylvania and the courts of Berks County, PA shall have jurisdiction of any dispute.

16. PARTIES:

This **LEASE** and all provisions shall be binding and inure to the benefit of the heirs, executors, administrators, successors, and assigns of both parties.

17. CAPTIONS:

The captions preceding the Paragraphs of this **LEASE** are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this **LEASE** nor in any way affect this **LEASE**.

18. SEVERABILITY:

If any provision of this **LEASE** shall be deemed to be invalid or unenforceable, the remainder of the provisions of this **LEASE** shall not be affected thereby and each and every provision of this **LEASE** shall be enforceable to the fullest extent permitted by law.

19. INTERPRETATION:

As used in this **LEASE** and when required by context, each number (singular or plural) shall include all numbers, and each gender shall include all genders. The term "person" as used herein means person, firm, association, or corporation, as the case may be. This **LEASE** was prepared and negotiated by the parties hereto and all clauses of this **LEASE** as an entirety shall be so construed regardless of, and without prejudice to, the party who actually memorializes this document in final form.

20. AMENDMENT:

No alteration, amendment, change or addition to this **LEASE** shall be binding upon **LESSOR** or **LESSEE** unless reduced to writing and signed by each party.

21. ENTIRE AGREEMENT:

This **LEASE** constitutes and expresses the whole **LEASE** of the parties hereto with reference to the subject matter hereof and to any of the matters or things herein provided for or hereinbefore discussed or mentioned in reference to the subject matter hereof; all prior promises, undertakings, representations, agreements, understandings and arrangements are null and void unless in writing as part of this **LEASE**.

IN WITNESS WHEREOF, **LESSOR** and **LESSEE** do hereby execute this Agreement as of the date set forth above by their duly authorized representatives.

CITY OF READING

LAND DISPLAYS, INC.

By: _____
THOMAS M. McMAHON
MAYOR

By: _____

Attest: _____
CITY CLERK

Attest: _____

B I L L N O. _____ 2007

AN ORDINANCE

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA BY TRANSFERRING THE LAW REGARDING PARKING TRUCKS, TRAILERS AND MOBILE HOMES FROM CHAPTER 15 MOTOR VEHICLES AND TRAFFIC, SECTION 407 TO CHAPTER 10 HEALTH AND SAFETY, SECTION 505 WHICH WILL PROTECT THE QUALITY OF LIFE AND PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE OF ALL CITIZENS AND RENUMBERING THE FOLLOWING SECTIONS IN BOTH CHAPTERS ACCORDINGLY

WHEREAS, the City of Reading has seen a substantial increase in complaints regarding the parking and/or storage of oversized vehicles in residential areas throughout the City causing visual blight and public safety concerns such as sight distance from driveways and intersections for pedestrian and vehicular traffic.

THEREFORE THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Transferring the law – Parking Trucks, Trailers and Mobile Homes from Chapter 15 Motor Vehicles and Traffic – Section 407 to Chapter 10 Health and Safety, Section 505 and renumbering the following Sections in both Chapters accordingly.

SECTION 2. This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, or repassage by City Council over the Mayor's veto, in accordance with Section 219 of the City of Reading Home Rule Charter, or as set forth in Section 221 of the City of Reading Home Rule Charter.

Enacted _____, 2007

President of Council

Attest:

City Clerk
(*Chief of Police*)

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

(Exhibit A)

§10-505. Parking Trucks, Trailers and Mobile Homes.

1. It shall be unlawful for any person to park, or allow to remain parked any vehicles, trucks, or tractors, whether attached or unattached, with a gross vehicle weight rating (GVWR) of 10,000 lbs. or more and/or higher than 10 feet **on all public or private property** for more than 1 hour unless the vehicle is involved in the actual delivery or pick up of goods, supplies or merchandise from any building, residence or business in the following zoning districts:

- A. R 1 A, R 1, R 2, R 3 Residential Districts
- B. Residential Outlet Districts - RO
- C. Commercial Residential Districts - CR
- D. Commercial Neighborhood Districts - CN
- E. Residential Professional Office - RPO

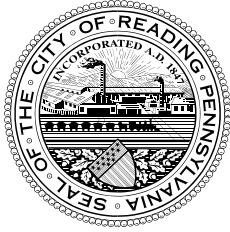
2. It shall also be unlawful for anyone to park or allow to remain parked any boats, motor homes, recreational vehicles (RV), camping trailers, or passenger cars **with** attached boats, homes, or camping trailers of any type **on all public and private property** in the above zoning districts.

3. Each household may apply to the Department of Police, Traffic Enforcement Office for no more than 2 Temporary Recreational Vehicle Parking Permits in each calendar year unless a special exception is authorized by the Chief of Police for the vehicles restricted in Section 2 listed above. Temporary Recreational Vehicle Parking Permits will provide residents with the ability to prepare these vehicles for personal vacations or uses. These permits may only be used for no more than five days in the direct block where the owner resides. The cost of each Permit shall be \$10.

4. Prior to the issuance of the citation and fine, notification of this law and a warning of the penalties imposed upon violation shall be posted on the vehicle one time. Such warning shall be properly recorded in the Police Department, the Codes Enforcement Office and the Parking Authority Office by the issuing enforcement official. If the vehicle is not removed within forty eight (48) hours, the enforcement official shall issue a citation and may consider removing the vehicle, as stated in Part 5 below.

5. In addition to a fine of \$100 the vehicle shall also be subject to immediate tow at the discretion of the citing enforcement officer police officer, as provided by § 15-416. If the \$100 fine is not paid within 10 days, the fine shall be automatically increased to \$200.

6. The Department of Police, Codes Enforcement Office and Reading Parking Authority are hereby provided with enforcement authority for this section.



AGENDA MEMO MANAGING DIRECTOR

TO: President Spencer and Members of the City Council

FROM: Leon Churchill, Managing Director

MEETING DATE: August 27, 2007

AGENDA MEMO DATE: August 22, 2007

RECOMMENDED ACTION: To approve an Ordinance presented by the Administration relating to the annual salary for Charles Jones, Public Works Director for the City of Reading.

RECOMMENDATION:

It is the recommendation of this Administration to increase the salary for the Public Works Director to \$83,636, as of the anniversary date of Charles Jones' appointment as the Public Works Director for the City of Reading. The performance evaluation supporting this recommended action was conducted as per our City Ordinance No. 22-2002, which provides for a performance review of department heads to be completed by the Managing Director.

BACKGROUND:

There have been several major issues that were tackled head on with major successes. The Wastewater Treatment plant has had no violations in the past year and all Consent Decree deadlines were met. The Department operations **were exceptional**, especially with the Pro-Cycling Tour race preparation and clean up. The Solid Waste Division was reorganized and has greatly improved. The Angelica Park Wetlands project is on schedule for the 2007 completion date. Periodic frustrations are experienced regarding park and redevelopment authority maintenance. However, the DPW under Mr. Jones' leadership responded with responsiveness and service delivery alternatives such as

contracting out which have been either implemented or in negotiations with AFSCME.

BUDGETARY IMPACT:

This amount is available in the City's General and Sewer Funds for \$2,436.

RECOMMENDED BY:

The Mayor and Managing Director

RECOMMENDED MOTION:

To increase the present salary of the Public Works Director to \$83,636.

B I L L N O. _____

AN ORDINANCE

AN ORDINANCE INCREASING THE SALARY OF THE PUBLIC WORKS DIRECTOR, CHARLES M. JONES, IN ACCORDANCE WITH SECTION 706. OF THE CITY OF READING HOME RULE CHARTER AND BILL NO. 22-2002 WHICH ESTABLISHED A PROCEDURE FOR CITY COUNCIL TO PROVIDE ANNUAL INCREASES TO THE CITY'S DEPARTMENT DIRECTORS.

WHEREAS, Charles M. Jones was confirmed, by City Council, as the City's Public Works Director on May 29, 2001; and

WHEREAS, City Council passed Bill No. 22-2002, on June 24, 2002, which states that a Department Director shall receive an annual salary adjustment based upon a performance evaluation; and

WHEREAS, Charles M. Jones received a performance evaluation which is satisfactory, meeting motivational standards, he is entitled to a salary increase to \$83,636 (3% merit).

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. COMPENSATION.

The salary of the Public Works Director, Charles M. Jones, shall be increased to \$83,636 per annum.

SECTION 2. REPEALER.

All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

SECTION 3. EFFECTIVE DATE.

This ordinance shall become effective 10 days after its adoption in accordance with Section 221 of the City of Reading Home Rule Charter.

Enacted _____, 2007

BILL NO. ____ 2007

AN ORDINANCE

AN ORDINANCE AMENDING THE CITY OF READING CODIFIED ORDINANCES CHAPTER 1, SECTION 6 - POLICE PENSION FUND, BY PROVIDING A DEFINITION FOR MILITARY SERVICE AND CLARIFICATION ON THE PURCHASE OF MILITARY TIME FOR NONINTERVENING MEMBERS AND ADDING CHANGES PURSUANT TO AN COLLECTIVE BARGAINING AGREEMENT EFFECTIVE JANUARY 1, 2007.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Amending the City of Reading Codified Ordinances – Chapter 1, Section 6 – Police Pension Fund, by providing a definition of Military Service and clarifying the purchase of Military Time for Non-intervening members in the attached Exhibit.

SECTION 2. All remaining sections and paragraphs of this Part shall remain in effect as before.

SECTION 3: This ordinance shall become effective within ten (10) days of the date of passage and approval by the Mayor.

Enacted _____, 2007

President of Council

Attest:

City Clerk

(Solicitor & Council Staff)

PART 6 PENSIONS

A. Police Pension Fund.

§1-601. Definitions.

The following words and phrases, unless a different meaning is plainly required by the context, shall have the following meaning:

BOARD - the Police Pension Fund Association Board to which reference is made in

§1-602.

CITY - the City of Reading, Pennsylvania.

D.R.O.P. - Deferred Retirement Option Plan.

D.R.O.P. ACCOUNT - separate account created to accept D.R.O.P. participant's monthly

pension check while an employee is a D.R.O.P. participant.

EMPLOYEE - a person in the service of the City as a member of the police force.

FUND - the Police Pension Fund.

HE - the masculine or feminine pronouns where appropriate.

MILITARY SERVICE - Honorable active service in the uniformed services listed below is

considered military service for pension purposes:

- **Army;**
- **Navy;**
- **Air Force;**
- **Marine Corps;**
- **Coast Guard;**
- **Reserve Corps**

NEW EMPLOYEE - an employee who enters the service of the City on or after January 1, 1977.

NEW MEMBER - an employee who is a member of the retirement system on or after January 1, 1977.

PENSION BENEFITS - the financial allowances provided to members pursuant to the provisions of this Part.

PERSON - an officer or employee of the City.

PRESENT EMPLOYEE - an employee in the service of the City prior to January 1, 1997.

PRESENT MEMBER - an employee who is a member of the retirement system prior to January 1, 1977.

RATE OF MONTHLY PAY - one-twelfth of the base pay as set forth in the salary ordinance, in effect as of date of retirement, adopted pursuant to a collective bargaining agreement and/or Act 111 arbitration plus, 1/12th of longevity pay plus 1/12th of holiday pay the member is entitled to for the calendar year.

SALARY - the base pay as set forth in the salary ordinance adopted pursuant to a collective bargaining agreement and/or Act 111 arbitration and shall not include any other compensation.

YEARS or WHOLE YEARS - for the purposes of computing the period of time during which a member has been employed by the City, each 12-month period commencing from the date of employment of a member.

YEARS ON RETIREMENT - the number of whole years that a police officer or a firefighter has been retired as of January 1, 2001.

(*Ord. 6-2000, 5/8/2000, §1; as amended by Ord. 47-2002, 9/9/2002, §1; and by Ord. 29-2003, 9/8/2003, §1*)

§1-602. Police Pension Fund Association.

1. There is hereby created a board to be known as the "Police Pension Fund Association Board," consisting of:

A. The Mayor or his designee.

B. The City Auditor, formerly known as the City Controller.

C. The Director of Finance, formerly known as Director of Accounts and Finance.

D. The Chief of Police.

E. One retiree member of the system to be elected by the members of the retirement system.

F. One active police person to be chosen by members of the retirement system.

2. The representatives chosen by the members shall be elected for terms of 4 years. The terms of the members of the board shall run concurrently with the term of the Mayor.

3. A vacancy occurring during the term of the representatives elected by the members of the retirement system shall be filled for the unexpired term by members of the retirement system.

4. Board members shall serve without compensation.

5. It shall be the duty of the board to register all members and to administer the collection

and distribution of the fund herein provided for and to make such reasonable rules and regulations as the board may deem necessary in order to effectuate the provisions to a

responsible institution experienced in administering the collection, distribution and investment of pension funds, but in such event the board shall require any such institution to provide the board with written reports of its activities relating to the fund at least once every 6 months.

(Ord. 6-2000, 5/8/2000, §2)

§1-603. Duties of the Director of Human Resources.

1. It shall be the duty of the Director of Human Resources of the City to submit to the board

statements showing the name, sex, title, compensation, duties, date of birth and date of full-time employment of a person who is eligible for membership in the retirement system. Such statement shall be submitted to the board within 30 days from the date any

such person is employed or elected to a position with the City.

2. In addition, it shall be the duty of the Director of Human Resources to submit to the board through the Pension Administrator, a statement providing years of full-time service, date of termination, total contributions to the fund by each employee and compensation for the highest 5 years of the employment of any such terminated individual.

(Ord. 6-2000, 5/8/2000, §3)

§1-604. Contributions to Fund.

1. Each member shall contribute to the fund an amount equal to 5% of his salary or wages plus \$1 per month. **Effective January 1, 2007, said mandatory member contribution to the fund shall increase to 6.5% of his base salary plus \$1.00 per month.**

2. Contributions to the fund shall be made by the City deducting the same from the salary or wages of the member and paying said deductions to the fund.

§1-605. Right of Members to Pension Benefits and Amount of Pension Benefits.

1. Normal Retirement Benefits.

A. All members of the retirement system shall, effective January 1, 1999, be eligible for normal retirement upon having completed 20 years of service, without regard to age.

Effective January 1, 2007, all bargaining unit members may retire with 20 years of service (YOS) at a 60% payout, 21 YOS at a 62% payout, 22 YOS at a 64% payout, 23 YOS at a 66% payout, 24 YOS at a 68% payout, and 25 YOS at a 70% payout. Effective January 1, 2008, all bargaining unit members shall be required to retire upon the completion of thirty (30) years of service.

B. During the lifetime of any retired member, such member shall be entitled to receive annually from the fund, as pension benefit, a sum equal to 50% of the amount which would constitute the highest average annual salary or wages which he earned during any five calendar years of his service for the City, or which would be determined by the rate of the monthly pay of such member at a date of retirement, whichever is the higher. Pension benefits shall be paid monthly, in advance, in accordance with and subject to the conditions hereinafter set forth. **Effective January 1, 2007, notwithstanding anything to the contrary stated herein, during the lifetime of any retired member, such member shall be entitled to retire with 20 years of service (YOS) at a 60% payout, 21 YOS at a 62% payout, 22 YOS at a 64% payout, 23 YOS at a 66% payout, 24 YOS at a 68% payout, and 25 YOS at a 70% payout.**

C. In addition to the pension benefits which are authorized to be paid in accordance with the previous subsection, each member who may become entitled to pension benefits shall also become entitled to the payment of a service increment in accordance with and subject to the conditions hereinafter set forth:

(1) Service increments shall be the sum obtained by computing the number of whole years a member shall have continued as a paid City employee after having served in the employment of the City for a period of 20 years and multiplying the number of years so computed by an amount equal to 1/40 of the pension benefit which becomes payable to such member in accordance with the provisions of this Part 6A. In computing the service increment, no employment after the member has reached the age of 65 years shall be included. The maximum service increment pension shall be \$500 per month.

2. Members Entitled to Reduced Retirement Benefits. Any member who ceases to be employed by the City for any reason prior to completing the minimum required period for continuous service, but after having completed 12 years of full-time service shall be entitled upon retirement to receive benefits in accordance with subsection (3) of this Section.

3. Computation of Reduced Retirement Benefits. Should a member of the Police Pension

Fund cease to be employed as a full-time employee for any reason prior to completing the minimum period of continuous service requirement, but after completing 12 years of full-time service, the member shall be entitled to cease his or her employment and vest

his or her retirement benefit computed under §1-605, subject to the following conditions:

A. The member must file with the Management Board of the Police Pension Fund a written notice of his or her intention to vest.

B. The member must include in the notice, the date the member intends to terminate

his or her service as a full-time employee.

C. The termination date shall be at least 30 days later than the date of notice to vest.

D. The member must be in good standing with the Police Department on the date of notice to vest.

E. The board shall indicate on the notice to vest the rate of the monthly pay of the member as of the date of said notice to vest or the highest average annual salary which the member received during any 5 years of service preceding said date, whichever is higher.

F. Upon reaching the date which would have been the member's retirement date had the member continued his or her full-time employment with the Police Department, the member shall notify the board, in writing, that the member desires to collect his or her pension. The amount of retirement benefits the member is entitled to receive under this Section shall be computed as follows:

(1) The initial determination of the member's base retirement benefits shall be computed on the salary indicated on the notice to vest.

(2) The portion of the base retirement due the member shall be determined by applying to the base amount the percentage that his or her years of service actually rendered bears to the years of service which would have been rendered had the member continued to be employed by the department until his or minimum retirement date.

(Ord. 6-2000, 5/8/2000, §5)

§1-606. Right to Refund of Contributions in Lieu of Receipt of Pension Benefit.

Any member who becomes entitled to pension benefits in accordance with the provisions of

§1-605 may elect to obtain a refund of all his contributions without interest rather than to

receive the pension benefits provided for in any of said Sections. Such election must be made

in writing to the board prior to the date on which a pension payment is made to the member.

(Ord. 6-2000, 5/8/2000, §6)

§1-607. Termination of Employment of Members Prior to Being Entitled to Pension Benefits.

Any member who has been in the service of the City for a period of less than 20 years and

whose service shall terminate prior to he or his spouse or children becoming eligible for a

pension shall be paid the total amount of the contributions paid into the fund by him and without interest.

(Ord. 6-2000, 5/8/2000, §7)

§1-608. Permanent Disability Pension.

Any member who becomes totally disabled as a result of injury or illness in the line of duty or, if not in the line of duty, after he shall have completed 10 years of service, shall be entitled to full pension benefits during such disability. Any member who becomes totally disabled not as a result of injury or illness in the line of duty and shall not have completed 10 years of service shall be entitled to a pension of $\frac{1}{2}$ the full pension. Proof of such disability shall consist of the sworn statement of three practicing physicians, designated by the board, that the member is in a condition of health which totally disables him from performing the duties of his position or office or of any other gainful employment within the police force of the City to which he may be assigned. Any such member receiving pension benefits shall thereafter be subject to physical examination at any reasonable time or times, upon order of the board, and upon his refusal to submit to any such examination, his pension shall cease.

(Ord. 6-2000, 5/8/2000, §8)

§1-609. Widow or Widowers and Children of Members.

The widow or widower of a member who has retired on pension hereunder, or if not retired has completed 10 years of service, shall be entitled to full pension benefits. The widow or widower of a member who has not completed 10 years of service shall be entitled to a pension of $\frac{1}{2}$ the full pension. *However, the widow or widower of a member who has been killed in service, regardless of his or her years of service shall be entitled to receive full pension benefits.* Such pension shall be payable so long as such widow or widower survives and upon such death such pension shall be divided equally among the

children of the member under the age of 18 years. Such pension shall cease on the later date of:

A. The death of the widow or widower.

B. The eighteenth birthday of the youngest child.

(Ord. 6-2000, 5/8/2000, §9)

§1-610. Computation of Time of Service.

1. Except as set forth in subsection (2) of this Section, the time of service for determining whether a member is eligible for pension benefits under the provisions of this Part 6A shall be computed from the date on which a person becomes a member of the Police Pension Fund. If, after becoming a member, a person leaves the service of the City and is subsequently re-employed, for purposes of determining eligibility for benefits, his time

of service shall be computed from the date on which he last became a member of the fund except as provided for in subsection (2), hereof.

2. A member who has or shall terminate his service in the police force of the City and has

been re-employed as a member of the police force shall be entitled to credit for prior service in determining his eligibility for pension benefits under the following circumstances:

A. Such member shall be entitled to a credit for prior service if he has repaid to the fund any contributions which he withdrew from the fund upon leaving the service of the City. The extent of prior service for which such member shall be entitled to a credit shall be based on the length of time during which such member originally paid the contributions which he withdrew and which he repaid.

(Ord. 6-2000, 5/8/2000, §10)

§1-611. Receipt and Investment of Funds; Payment.

1. It shall be the duty of the board to receive, retain, invest and reinvest the fund created by virtue of this Part 6A and to pay over by warrant or check the amount due to members or their widows or widowers or their estates or children. The board, with the approval of the Director of Finance of the City, may enter into agreements with reputable

institutions to perform any of the aforesaid duties but in the event the board does so, any

such agreement shall require the institutions involved to provide the board with written reports concerning its activities at least once every 6 months. The compensation of such institutions shall be paid by the Police Pension Fund or such pay or as is designated by applicable law.

2. The City shall contribute to the fund an amount sufficient to meet the requirements of

the fund and such amount shall not be less than subsection (A), nor more than subsection (B).

A. An amount equal to 1/2% of all City taxes levied by the City, other than taxes levied to pay interest on or to extinguish the debt of the City or any part thereof, plus such additional amounts as are actuarially necessary to provide for the cost of pensions paid to widows, widowers and children of members.

B. An amount equal to 3% of all City taxes levied by the City other than taxes levied to pay interest on or to extinguish the debt of the City or any part thereof, plus such additional amounts as are actuarially necessary to provide for the cost of pensions paid to widows, widowers and children of members.

The City may take by gift, grant, devise or bequest any money or property, real, personal

or mixed, for the benefit of this fund. The board shall enter into such agreements for the care, management and disposal of such funds, subject to the directions, not inconsistent therewith, as may be prescribed by the donors.

(Ord. 6-2000, 5/8/2000, §11)

3. Effective January 1, 2007, notwithstanding anything the contrary provided herein, the City shall guarantee placement of funds to make the current police pension solvent to accommodate the increase in benefit. Said fund amount shall be determined and agreed upon by both the City and FOP.

§1-612. Exemption from Attachment or Execution; Nonassignability.

The pension benefits and service increments herein provided for shall not be subject to attachment or execution and shall be payable only to the person designated by this Part 6A,

and shall not be the subject of assignment or transfer.

(Ord. 6-2000, 5/8/2000, §12)

§1-613. Payment to Estate.

In the event that any member dies prior to becoming entitled to any pension benefits hereunder, and leaves no widow or widower or children eligible for benefits hereunder, the

amount of contributions paid by him which remain in the fund without interest shall be paid

to the following parties in the order designated:

A. To the estate of the member.

B. To a person entitled to the contributions in accordance with the interstate laws of the Commonwealth of Pennsylvania.

(Ord. 6-2000, 5/8/2000, §13)

§1-614. Military Service.

1. **Intervening.** Any member who enters active duty in the Armed Forces of the United States at a time when he is a member of the fund shall have his years of active duty in the military service, not to exceed a total of 5, credited to his retirement; provided, that:

A. He receives an honorable discharge, certificate of satisfactory service or the equivalent thereof, and produces same to the board.

B. He is re-employed by the City within 90 days of such discharge or within such longer period as his re-employment rights are protected by law.

C. He shall pay into the fund the amount which he would have been obligated to pay during the period of his military service, but not to exceed a total of 5 years, if he had been an active employee of the City, which amount shall be based on his last salary or wages as a City employee.

2. **Nonintervening.** Any member who has not retired and who served in the Armed Forces

of the United States subsequent to September 1, 1940, and was not a member of the fund

prior to such military service, shall be entitled to have full credit for each year or fraction

thereof, to the completed month, not to exceed 5 years under the following conditions:

A. He shall pay to the pension fund, ~~within 90 days of the effective date of this Part 6A,~~ an amount equal to the total of (1) and (2) below:

(1) An amount equivalent to the pension contribution of Patrol Trainee for the first year, Patrolman I for the second year, Patrolman 2 for the third year and Patrolman 3 for the fourth and fifth years during the years the military time was credited; and

(2) An amount equivalent to 15.7 % of such salary representing the City's normal contribution to the fund, as computed under the most recent actuarial valuation.

B. A member who has not completed payment, either through payroll deduction or by any other payment method, of his entire amount required under the previous subsections by the time ~~permitted therein~~ **the letter of resignation or retirement is filed the member** shall not be permitted to receive credit for such nonintervening military service. Any partial payment made by him on or prior to the final date shall be refunded to him.

(Ord. 6-2000, 5/8/2000, §14)

§1-614.1 Police Service.

Any member who has not retired and who has previous police service in a non-city department shall be entitled to have full credit (consistent with the Military Buy Back standard) for each year or fraction thereof, to the completed month, not to exceed five (5) years under the following conditions:

A. (1) He shall pay the buyback rate based upon his first year of hire;

(2) Buyback may be made at any time prior to retirement (installment payment plans shall be allowed and implemented) but current retirement standards shall apply.

§1-615. Increases in Allowances Following Retirement.

1. On or after the effective date of this Section, pension benefits shall be increased to those

members who have previously retired only upon the action of Council and only if the actuarial status of the funding of the Police Pension Fund Association is such that sufficient provision is made to provide for the accrual of normal cost of future service benefits and of interest on unfunded accrued liabilities.

2. Police Pension Fund shall pay a retired police officer a special ad hoc postretirement adjustment if all of the following apply:

A. The retiree has terminated active employment with the City of Reading as a police officer.

B. The retiree is receiving a retirement benefit from the City of Reading on the basis of active employment with the City as a police officer.

C. The retiree began receiving the retirement benefit before January 1, 1996.

3. Except as provided in subsections (4) and (5), the Police Pension Fund shall pay a retired

police officer a monthly special ad hoc postretirement adjustment under this Section that

shall be calculated as follows:

A. The base adjustment shall be determined by multiplying 15 cents by the years of service and then multiplying that product by the years on retirement.

B. The longevity factor shall be determined as the sum of the products calculated by multiplying 0.025 by the years on retirement and 0.05 by the years on retirement in excess of 25, if any.

C. The longevity adjustment shall be determined by multiplying the base adjustment calculated under subsection (3)(A) by the longevity factor calculated under

subsection (3)(B).

D. The special ad hoc postretirement adjustment payable under this section shall be the sum of the base adjustment calculated under subsection (3)(A) and the longevity adjustment calculated under subsection (3)(C).

4. Limitation. If, a retiree is entitled to be paid a special ad hoc postretirement adjustment

by more than one municipal retirement system, the amount of the special ad hoc postretirement adjustment under subsection (3) shall be reduced so that the total of all these adjustments paid to the retiree does not exceed the amount specified in subsection (3).

5. Modification in the Amount of 2002 Special Ad Hoc Postretirement Adjustment.

The

amount of the special ad hoc postretirement adjustment calculated under subsection (3) shall be reduced annually by 65% of the total amount of any postretirement adjustments provided to the retiree under the municipal retirement plan after December 31, 1988, and

before January 1, 2002, and paid in the immediately preceding year.

6. The special ad hoc postretirement adjustment under this Section is effective on the date

of the first retirement benefit made after June 30, 2002. If the special ad hoc postretirement

adjustment under this Section is not included in the initial retirement benefit payment occurring after June 30, 2002, the special ad hoc postretirement adjustment shall

be included as soon as practicable in the retirement benefit payment of the retiree, and the initial retirement benefit payment that includes the special ad hoc postretirement adjustment also shall include the total amount of the special ad hoc postretirement adjustments previously omitted from the retirement benefit payments made after June 30, 2002.

(*Ord. 6-2000, 5/8/2000, §15; as amended by Ord. 47-2002, 9/9/2002, §2*)

§1-616. Deferred Retirement Option Program (D.R.O.P.).

1. Eligibility. Effective January 1, 2001, members of the Reading Police Department, that have not retired prior to the implementation of the D.R.O.P. program, may enter into the

D.R.O.P. on the first day of any month following completion of 20 years of credited service.

2. Written Election. A member of the Police Department electing to participate in the D.R.O.P. must complete and execute a "drop option form" prepared by the City of Reading, Department of Human Resources, which shall evidence the member's

participation in the D.R.O.P. The form must be signed by the member and notarized and submitted to the City of Reading, Department of Human Resources, prior to the date on which the member wishes the D.R.O.P. option to be effective. The D.R.O.P. option notice

shall include an irrevocable notice to the City, by the member, that the member shall resign from employment with the City of Reading Police Department effective on a specific date not more than sixty (60) months from the effective date of the D.R.O.P. option. In addition, all retirement documents required by the Police Pension Board Administrator must be filed and presented to the Pension Board for approval of retirement and payment of pension. Once a retirement application has been approved by the Police Pension Board it is irrevocable.

3. Limitation on Pension Accrual. After the effective date of the D.R.O.P. option, the member shall no longer earn or accrue additional years of continuous service for pension purposes.

4. Benefit Calculation. For all Retirement Fund purposes, continuous service of a member

participating in the D.R.O.P. shall remain as it existed on the effective date of commencement

of participation in the D.R.O.P. Service thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Reading Police Pension Fund. The average monthly pay of the member for pension calculation purposes

shall remain as it existed on the effective date of commencement of participation in the D.R.O.P. Earnings or increases in earnings thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Pension Fund. The pension benefit payable to the members shall increase only as a result of cost of living adjustments in effect on the effective date of the member's participation in the D.R.O.P., or by applicable cost of living adjustments granted thereafter.

5. Payments to D.R.O.P. Account. The monthly retirement benefits that would have been

payable had the member elected to cease employment and receive a normal retirement benefit shall, upon the member commencing participation in the D.R.O.P., be paid into the separate account established to receive the participant's monthly pension payments. This account shall be designated the Deferred Retirement Option Plan account.

6. Payout. Upon the termination date set forth in the member's drop option notice or, such

date as the member withdraws or is terminated from the D.R.O.P. program the retirement benefits payable to the member or the member's beneficiary, if applicable,

shall be paid to the member or beneficiary and shall no longer be paid to the member's deferred retirement option account. Within thirty (30) days following termination of a member's employment pursuant to their participating in the D.R.O.P. program, the balances in the member's deferred retirement option account shall be paid to the member

in the single lump sum payment, or at the member's option, in any fashion permitted by law.

7. Disability During D.R.O.P. If a member becomes temporarily disabled during his participation in D.R.O.P., his participation freezes and the time period while on disability

does not count towards the five (5) year participation limit. Upon return to duty, membership in D.R.O.P. shall resume, continuing with the remaining time left in the 5-year membership period. The member shall receive disability pay in the same amount as disabled police officers that are not participating in D.R.O.P. In no event shall a member on temporary disability have the ability to draw from his D.R.O.P. account. However, notwithstanding any other provisions in this subsection, if an officer is disabled and has not returned to work as of the date of his required resignation, then such resignation shall take precedence over all other provisions herein and said officer shall be required to resign.

8. Death. If a D.R.O.P. member dies before the D.R.O.P. account balances are paid, the participant member's legal beneficiary shall have the same rights as the member to withdraw the account balance.

9. Amendment. Any amendments to the D.R.O.P Ordinance shall be consistent with the provisions covering deferred retirement option plans set forth in any applicable collective bargaining agreement and shall be binding upon all future D.R.O.P. participants and upon all D.R.O.P. participants who have balances in their deferred retirement option accounts.

(Ord. 6-2000, 5/8/2000; as added by Ord. 29-2003, 9/8/2003, §2)

A N O R D I N A N C E

AMENDING CHAPTER 11 HOUSING - RENTAL OF THE CITY OF READING CODIFIED ORDINANCES

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Chapter 11 entitled Housing - Rental is amended as follows:

Section 104 Application for Permit Subsections 1 and 2 are hereby amended to remove the requirement of a home address on an application for a Rental Permit, thereby requiring only an address for an application for a Rental Permit. Sections 104(1) and (2) are further amended to require only a business and cell telephone numbers on an application for a Rental Permit, thereby removing the requirement of a home telephone number on a application for a Rental Permit.

Section 104(3) is amended to remove the requirement of photocopying and attachment to an application for a Rental Permit an applicant's photo identification. Said amendment shall not alter the requirement that an applicant present a valid government issued photo identification to the Codes Enforcement Division as part of the application process.

Section 109 Inspection Subsection B Three Year Renewal Inspections is amended to add the following language:

An owner / applicant will be exempt from this provision if the unit has underwent and passed a full codes inspection within the twelve (12) months preceding the date of application for the Rental Permit Renewal.

For the due date of the tenant listing to align with the due date of the Housing Permit Section 118 Tenant Information is amended to require submission of a tenant listing by the landlord on or before December 1 and June 1 of each year. The requirement that tenant listings be submitted on or before March 1 and August 1 of each year is hereby stricken and replaced by the aforesaid dates.

Sections 104(15) and 118 of the City of Reading Codified Ordinances are hereby amended to remove and repeal the requirement therein that the landlord obtain and submit on a form prepared and provided by the City of Reading Codes Enforcement Division the date of birth of all tenants

residing in his/her/their dwelling unit or rooming unit. This amendment shall not alter the landlord's responsibility to submit a list with the full name and address, unit, floor or apartment number / designation and term of lease, date of entry and anticipated departure date or term of lease of all tenants that occupy the dwelling unit or rooming unit.

SECTION 2: All relevant ordinances, regulations, remaining sections of Chapter 11 Housing – Rental Ordinance and policies of the City of Reading, Pennsylvania not amended hereby shall remain in full force and effect.

SECTION 3: If any section, subsection, sentence or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance.

SECTION 4: This Ordinance shall become effective in ten (10) days, in accordance with Charter Section 219.

Enacted _____, 2007

Council President

Attest:

City Clerk

(LAW)

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

BILL NO. _____

AN ORDINANCE AMENDING THE REQUIRED ADMINISTRATIVE FEE TO OBTAIN A PERMIT PURSUANT TO THE INTERNATIONAL / CITY OF READING BUILDING CODE, EXISTING BUILDING CODE, ELECTRICAL CODE, MECHANICAL CODE, RESIDENTIAL CODE AND PLUMBING CODE AS ADOPTED BY THE CITY OF READING AND CODIFIED IN CHAPTER 5, CODE ENFORCEMENT, OF THE CITY OF READING CODIFIED ORDINANCES

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Chapter 5 Code Enforcement is hereby amended to increase the Administrative Fee to obtain a Permit pursuant to the International / City of Reading Building Code, Existing Building Code, Electrical Code, Mechanical Code, Residential Code and Plumbing Code as Adopted by the City Of Reading to four dollar (\$4.00) from two dollars (\$2.00). Chapter 5 Code Enforcement is specifically amended as follows:

Part 1 Building Code

B. International Building Code

§5-112 Amendments

H. Chapter 1, Section 108.2

Administrative Fee is amended to read as follows:

In addition to the aforesaid fee, all tradepersons shall be required to pay a four dollar (\$4.00) administrative fee for each permit applied for and received. This fee is in addition to the above-listed permit fee.

C. INTERNATIONAL EXISTING BUILDING CODE

§5-122. Amendments.

C. Section 105.1.2.3

Administrative Fee is amended to read as follows:

In addition to the aforesaid fee, all tradepersons shall be required to pay a four dollar (\$4.00) administrative fee for each permit applied for and received. This fee is in addition to the above-listed permit fee.

Part 2 Plumbing Code

§5-202. Amendments.

A. Administration.

(5) Section 106, Permits.

(e) ADM 106.6.2, Fees Schedule

Administrative Fee is amended to read as follows:

In addition to the aforesaid fee, all tradepersons shall be required to pay a four dollar (\$4.00) administrative fee for each permit applied for and received. This fee is in addition to the above-listed permit fee.

Part 4 Electrical Code

§5-402. Amendments.

8. Section 404, Fees.

A. Section 404.2

Administrative Fee is amended to read as follows:

In addition to the aforesaid fee, all tradepersons shall be required to pay a four dollar (\$4.00) administrative fee for each permit applied for and received. This fee is in addition to the above-listed permit fee.

Part 5 Mechanical Code

§5-502. Amendments.

F. Section 106, Permits.

(2) Section 106.5.2, Fees.

Administrative Fee is amended to read as follows:

In addition to the aforesaid fee, all tradepersons shall be required to pay a four dollar (\$4.00) administrative fee for each permit applied for and received. This fee is in addition to the above-listed permit fee.

Part 8 Residential Code

§5-802. Amendments.

B. Section R108.2

Administrative Fee is amended to read as follows:

In addition to the aforesaid fee, all tradepersons shall be required to pay a four dollar (\$4.00) administrative fee for each permit applied for and received. This fee is in addition to the above-listed permit fee.

SECTION 2. All other provisions of the International / City of Reading Building Code, Existing Building Code, Electrical Code, Mechanical Code, Residential Code and Plumbing Code as Adopted by the City of Reading shall remain effective.

SECTION 3. Any court determination that a portion of an amended section is unconstitutional or invalid shall not affect the remaining portion of said section or other Ordinance sections.

SECTION 4. This Ordinance shall become effective within ten (10) days of the date of passage and approval by the Mayor or override of the Mayor's veto.

Adopted _____, 2007

Council President

Attest:

City Clerk
(LAW)

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

RESOLUTION NO. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES
AS FOLLOWS:

That Joseph P. Kuzminski is appointed to the Reading Area Water
Authority, with a term ending January 1, 2012.

Adopted by Council _____, 2007

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION NO. _____

AMENDING RESOLUTION NO. 134-2002 BY ADDING A PROVISION WHICH WOULD ALLOW AN APPLICANT TO TRANSFER AN EXISTING HANDICAPPED PARKING SPACE PERMIT FROM ONE BLOCK TO ANOTHER BLOCK EVEN IF THE TWO (2) PER BLOCK LIMIT HAS ALREADY BEEN REACHED.

WHEREAS, Resolution 134-2002 provided a handicapped parking policy procedure; and

WHEREAS, it has become necessary to modify Resolution 134-2002 to provide for the transfer of a handicapped parking space permit from one block to another block; and

WHEREAS, the handicapped parking space designation may be established by the City of Reading.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS FOLLOWS:

SECTION 2 of 134-2002 is amended to read as follows:

In making the final determination, the City Health Officer shall be limited to granting no more than two (2) handicapped parking spaces per block where there is parking permitted on both sides of the street, and one (1) handicapped parking space per block where parking is permitted on only one (1) side of the street. Any such handicapped parking space permits having previously been granted prior to the effective date of this resolution where there is an excess of two (2) per block where applicable, or one (1) per block where applicable shall be permitted to remain in effect. In the event handicapped parking permits exceed the two (2) per block or the one (1) per block limit set forth above, the City Health Officer shall refrain from granting handicapped parking spaces for such block or blocks until such time as handicapped parking spaces as a result of failure to renew or cancellations fall below the per block limit set forth above. Except that an applicant is permitted to transfer an existing handicapped parking space permit from one block to another block.

PASSED COUNCIL _____, 2007

PRESIDENT OF COUNCIL

ATTEST:

CITY CLERK



CITY OF READING,
PENNSYLVANIA

MEMORANDUM

TO: Linda Kelleher, City Clerk
FROM: Adam Mukerji, Community Development Manager
DATE: June 27, 2007
SUBJECT: Passage of a resolution authorizing the Mayor to execute a 2007 Action Plan amendment.

CD is asking City Council to approve the amendment at the **September 10, 2007** City Council meeting.

BACKGROUND: The Mayor and City Council have previously agreed to make \$1,000,000 available for the 2nd and Washington Streets Project. It is recommended that Council considers using \$850,000 in unprogrammed HOME funds towards the cost of the project.

BUDGETARY IMPACT: None.

PREVIOUS ACTION: None.

SUBSEQUENT ACTION: None.

RECOMMENDED BY: Mayor, Managing Director, and Community Development Manager.

RECOMMENDED MOTION: Amend the FFY2007 one year Action and FFY2004 to FFY2008 five year Consolidated Plans to reprogram \$850,000 in unprogrammed HOME funds towards the development of a 59 unit apartment building at 2nd and Washington Streets. 12 of the units will be HOME assisted.

Cc: L. Churchill
N. Nemeth
B. Skimski
D. Witwer
S. Lingle, Triad Associates



RESOLUTION NO. _____

**RESOLUTION OF THE COUNCIL OF THE CITY OF READING
AUTHORIZING THE MAYOR TO EXECUTE A FFY2007 ONE YEAR ACTION PLAN
AND FFY2004 TO FFY2008 FIVE YEAR CONSOLIDATED PLAN AMENDMENT**

WHEREAS, under 24 CFR Part 91, the U.S. Department of Housing and Urban Development (HUD) outlines the consolidated submissions for community planning and development programs which will serve as: (1) a planning document for the City that builds on a participatory process at the grass roots level, (2) an application for federal funds under HUD's formula grant program, (3) a strategy to be followed in carrying out HUD programs, and (4) an Action Plan that provides a basis for assessing performance;

WHEREAS, the FFY2004 to FFY2008 five year Consolidated Plan (30th to 34th CD years January 1, 2004 to December 31, 2008) and the FFY2007 one year Action Plan (33rd CD year January 1, 2007 to December 31, 2007) have been prepared meeting HUD's requirements and providing guidance for addressing the housing and community development needs of the City;

WHEREAS, \$850,000 is available in HOME funds to re-program for eligible and fundable activities.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF READING THAT:

The FFY2007 one year Action and FFY2004 to FFY2008 five year Consolidated Plans are amended to

Reprogram \$850,000 in unprogrammed HOME funds for the development of a 59 unit apartment building at 2nd and Washington Streets. 12 of the units will be HOME assisted.

The activity is eligible as per 24 CFR Part 92.205.

The Mayor, on behalf of the City of Reading, is authorized and directed to execute the amendment to the satisfaction of HUD.

PASSED COUNCIL _____, 2007

PRESIDENT OF COUNCIL

ATTEST:

CITY CLERK

RESOLUTION NO. _____

WHEREAS, members of the US Conference of Mayors have taken great measures in and outside of their community to combat and reduce global emissions; and

WHEREAS, the Intergovernmental Panel on Climate Change has concluded that human activity has contributed greatly to the emission of pollutants; and

WHEREAS, the average sea level increase has been 4 inches a year in the 20th century and nine of the ten hottest years in history have occurred in the last decade; and

WHEREAS, the climate devastation humans caused will increase the likelihood of floods, droughts, and concentrations of smog; and

WHEREAS, on February 16, 2005, the Kyoto Protocol, an international agreement to address climate disruption, went into effect in the 141 countries that have ratified it to date, 38 of those countries are now legally required to reduce greenhouse gas emissions on average 5.2% below 1990 levels by 2012; and

WHEREAS, the United States of America, with less than five percent of the world's population, is responsible for approximately 25% of the world's global warming pollutants; and

WHEREAS, the Kyoto Protocol emissions reduction target for the U.S. would have been 7 percent below 1990 levels by 2012; and

WHEREAS, many top companies in the US have adopted socially responsible stances on the environment and prefer timetables and specific goals regarding the environmental standards; and

WHEREAS, bi partisan support is essential to pass such legislation; and

WHEREAS, mayors from around the nation have signed the U.S. Mayors Climate Protection Agreement which, as amended at the 73rd Annual U.S. Conference of Mayors meeting, reads:

The US Mayors Climate Protection Agreement

a. We urge the federal government and state governments to enact policies and programs to meet or beat the target of reducing global warming pollution levels to 7 percent below 1990 levels by 2012, including efforts to: reduce the United States' dependence on fossil fuels and accelerate the development of clean, economical energy resources and fuel-efficient technologies such as conservation, methane recovery for energy generation, waste to energy, wind and solar energy, fuel cells, efficient motor vehicles, and biofuels;

b. We urge the U.S. Congress to pass bipartisan greenhouse gas reduction legislation that includes 1) clear timetables and emissions limits and 2) a flexible, market-based system of tradable allowances among emitting industries; and

c. We will strive to meet or exceed Kyoto Protocol targets for reducing global warming pollution by taking actions in our own operations and communities such as:

1. Adopt and enforce land use policies that reduce sprawl, preserve open space, and create compact, walkable urban communities
2. Promote transportation options such as bicycle trails, commute trip reduction programs, incentives for carpooling and public transit;
3. Make energy efficiency a priority through building code improvements, retrofitting city facilities with energy efficient lighting and urging employees to conserve energy and save money;
4. Increase the average fuel efficiency of municipal fleet vehicles; reduce the number of vehicles; launch an employee education program including anti-idling messages, convert diesel vehicles to bio-diesel;
5. Increase recycling rates in City operations and in the community;
6. Maintain healthy urban forests; promote tree planting to increase shading and to absorb CO₂; and
7. Help educate the public, schools, and other jurisdictions, professional associations, business and industry about reducing global warming pollution.

Now, Therefore, Be It Resolved that the U.S. Conference of Mayors endorses the U.S. Mayors Climate Protection Agreement as amended by the 73rd annual U.S. Conference of the Mayors meeting and urges mayors from around the nation to join this effort

Be It Further Resolved, the U.S. Conference of Mayors will work in conjunction with ICLEI Local Governments for Sustainability and other appropriate organizations to track progress and implementation of the U.S. Mayors Climate Protection Agreement as amended by the 73rd annual U.S. Conference of Mayors meeting.

RESOLUTION O. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES
AS FOLLOWS:

That Dennis Baver is appointed to the BOCA Board of Appeals, with
a term ending December 31st, 2012.

Adopted by Council _____, 2007

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION O. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES
AS FOLLOWS:

That Anthony Waldman is appointed to the Electricians Examining
Board, with a term ending October 1st, 2013.

Adopted by Council _____, 2007

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION NO. _____

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES
AS FOLLOWS:

That John Hill is appointed to the BOCA Board of Appeals, with a
term ending December 31st, 2012.

Adopted by Council _____, 2007

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher
City Clerk